

Attorney's Docket No. 006741.P006

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of:

**Peter Schlaak et al.**

Serial No. 10/611,319

Filed: July 1, 2003

For: **COLLABORATIVE MANAGEMENT  
OF DELIVERY SCHEDULES**

Examiner: Ade, Oger Garcia

Art Unit: 3627

Confirmation No.: 4019

**REPLY BRIEF**

Mail Stop Appeal Brief-Patents  
Commissioner for Patents  
Post Office Box 1450  
Alexandria, Virginia 22313-1450

Dear Sir:

Appellants submit the following Reply Brief pursuant to 37 C.F.R. §1.193(d) for consideration by the Board of Appeals and Interferences ("Board"). This Reply Brief is responsive to the Examiner's Answer of September 20, 2007.

## Appeal Brief's Arguments Stand

Appellants believe that the arguments of the Appeal Brief filed June 22, 2007 (herein "the Appeal Briefs") are still valid. Thus, this document will address some of the errors and new issues raised by the Examiner's Answer.

### Arguments

#### I. Claims Rejected Under 35 U.S.C. §102(b)

##### Claims 1, 11 and 21

In the Answer, pages 3 and 6, the Examiner asserts that Tsukuda discloses limitations required by claims 1, 11 and 21. However, this position is not supported by the reference as will be addressed further below using claim 1 representative of claims 11 and 21.

Tsukuda, at best, describes a purchaser deleting his/her schedule to receive goods at a different date and time for delivery, selected from a list of available date and time for delivery transmitted from the distributor. (See col. 12, lines 46-52). However, the original scheduled date and time must already be deleted, and the deletion detected, before the purchaser can receive the list of available date and time for delivery transmitted from the distributor. (See col. 11, lines 47-65; and col. 12, lines 10-19). Since the principle of operation in Tsukuda is that the original schedule must have already been deleted prior to receipt of the list, it is not possible for Tsukuda to disclose determining a deviation between the original schedule to a new schedule selected from the list. Consequently, Tsukuda does not disclose "determining a deviation between the new delivery schedule and a confirmed delivery schedule for the customer", as required by claim 1.

In addition, by making such a determination, embodiments described in the specification of the present application, for example, without limitation thereto, provide the benefits of: (a) determining if the deviation exceeds a tolerance in a percentage of product quantity to be delivered at a given date such that if the deviation is less than the tolerance a new delivery schedule is automatically eligible for further consideration (see page 9, lines 10-18); and (b) if the deviation exceeds the tolerance, then the deviation may be sufficiently substantial to indicate problems in a communication with the customer (see page 9, lines 18-22) and a user may be asked to make a manual decision about whether the new schedule is eligible for further consideration (see page 10, lines 1-5). However, Tsukuda does not provide any of these benefits.

Also, as noted in the Appeal Brief, Tsukuda does not disclose "generating a schedule of production resources and inventory that satisfies at least some requirements of the new delivery schedule," as required by claim 1. By including the claimed generating, embodiments described in the specification of the present application, for example, without limitation thereto, provide benefit (a) noted above, as well as provide the benefits of: (c) incorporating the new delivery schedule in the supplier's automatic production scheduler to determine whether existing confirmed delivery due dates and quantity commitments can be kept by scheduling only available time of production resources to meet the new delivery requirements, or by rescheduling all of the time (including previously-committed time) of the production resources (see page 10, line 15 through page 11, line 5). However, Tsukuda provides none of these benefits.

Also, as noted in the Appeal Brief, Tsukuda does not disclose "confirming to the customer that the supplier accepts the new delivery schedule," as required by claim 1. By including the claimed confirming, embodiments described in the specification of the present application, for example, without limitation thereto, provide benefits (a) and (c) noted above, as well as provide benefits of: (d) if the delivery due dates and quantities can be met, then sending an automatic confirmation of the new delivery schedule to the customer (see page 11, lines 10-12); and (e) if the delivery due dates and quantities

cannot be completely met, then sending an automatic confirmation of supplier's new delivery schedule that only partially meets the due dates and quantities to the customer so the customer can modify the due dates and create a new delivery schedule that matches the supplier's confirmed schedule, or cancel the order (see page 11, lines 16-22). However, Tsukuda does not provide these benefits.

Thus, as noted in the Appeal Brief and described above, the reference does not disclose the above noted limitations or provide the above noted benefits of Claims 1, 11 and 21.

### **Claims 2, 12 and 22**

In the Answer, pages 4 and 6, the Examiner asserts that Tsukuda discloses limitations required by claims 2, 12 and 22. However, as noted in the Appeal Brief, Tsukuda does not disclose "wherein generating comprises updating the existing schedule of production resources," as required by claim 2, 12 and 22. By including the claimed updating, embodiments described in the specification of the present application, for example, without limitation thereto, provide benefits of: (a) determining that the new delivery schedule is automatically eligible for further consideration (see page 9, lines 15-18); and (b) determining that only available time of production resources are required to keep quantity commitments (see page 10, line 22 through page 11, line 5). However, Tsukuda provides none of these benefits.

Thus, as noted in the Appeal Brief and described above, the reference does not disclose the above noted limitations or provide the above noted benefits of Claims 2, 12 and 22.

### **Claims 3, 13 and 23**

In the Answer, pages 3 and 6, the Examiner asserts that Tsukuda discloses limitations required by claims 3, 13 and 23. However, as noted in the Appeal Brief, Tsukuda does not disclose, "wherein generating comprises creating a new schedule of

production resources," as required by claim 3, 13 and 23. By including the claimed creating, embodiments described in the specification of the present application, for example, without limitation thereto, provide benefits of: (a) determining that all of the time of production resources are required to keep quantity commitments (see page 10, line 22 through page 11, line 5); and (b) determining that the quantities for the new schedule delivery dates can only partially be met (see page 11, lines 16-19). However, Tsukuda does not provide any of these concepts or benefits.

Thus, as noted in the Appeal Brief and described above, the reference does not disclose the above noted limitations or provide the above noted benefits of Claims 3, 13 and 23.

### **Claims 5, 15 and 25**

In the Answer, pages 4 and 6, the Examiner asserts that Tsukuda discloses limitations required by claims 5, 15 and 25. However, Tsukuda does not disclose "wherein determining the deviations comprises comparing items from the new delivery schedule to items from the confirmed delivery schedule, and wherein the items comprise quantities of goods to be delivered at specific dates," as required by claims 5, 15 and 25 (claims 5, 15 and 25 depend from claims 4, 14 and 24 and include limitations thereof).

Tsukuda only describes that a delivery is for one set of commodities or goods on which the contract was made between the seller and the purchaser (see col. 3, lines 64-67; col. 4, lines 14-19; col. 4, lines 42-67; col. 11, lines 63-65; and col. 12, lines 7-10). Thus, this principle of operation does not disclose or motivate comparing quantities of goods to be delivered at specific dates from the new delivery schedule to quantities of goods to be delivered at specific dates from the confirmed delivery schedule, as required by claims 5, 15 and 25. Consequently, Tsukuda does not disclose "wherein determining the deviations comprises comparing items from the new delivery schedule to items from

the confirmed delivery schedule, and wherein the items comprise quantities of goods to be delivered at specific dates ", as required by claims 5, 15, and 25.

In addition, by including the claimed comparing and quantities, embodiments described in the specification of the present application, for example, without limitation thereto, provide benefits of comparing long-term forecasts and short-term delivery dates and product quantity requirements (see page 2, line 17 through page 3, line 2) to determine whether a deviation of quantities of goods to be delivered at specific dates between the new schedule and the confirmed schedule exceed a predetermined tolerance (see page 9, lines 10-14) such that: (a) the threshold is not exceeded and new schedule can be automatically eligible for further consideration (see page 9, lines 15-18), (b) the threshold is exceeded and may indicate problems in the communication with the customer (see page 9, lines 18-22), (c) the threshold is exceeded and may require a manual decision (see page 10, lines 1-5), and/or (d) the threshold is exceeded and may cause the new schedule to only be partially met with respect to due dates and quantities (see page 11, line 16-19). However, Tsukuda does not disclose any of these benefits.

Thus, as noted in the Appeal Brief and described above, the reference does not disclose the above noted limitations or provide the above noted benefits of Claims 5, 15 and 25.

### **Claims 6, 16 and 26**

In the Answer, pages 4 and 6, the Examiner asserts that Tsukuda discloses limitations required by claims 6, 16 and 26. However, as noted in the Appeal Brief, Tsukuda does not disclose "wherein the deviation is indicative of an error if the deviation exceeds a predetermined tolerance," as required by claims 6, 16, and 26. By including the claimed predetermined tolerance, embodiments described in the specification of the present application, for example, without limitation thereto, provide benefits of determining whether a deviation in the percentage of product quantity to be delivered at any given date exceeds a tolerance such that: (a) the threshold is exceeded

and may indicate problems in the communication with the customer (see page 9, lines 18-22), (b) the threshold is exceeded and may require a manual decision (see page 10, lines 1-5), and/or (c) the threshold is exceeded and may cause the new schedule to only be partially met with respect to due dates and quantities (see page 11, line 16-19). However, Tsukuda does not provide any of the benefits noted above.

Thus, as noted in the Appeal Brief and described above, the reference does not disclose the above noted limitations or provide the above noted benefits of Claims 6, 16 and 26.

### **Claims 7, 17 and 27**

Finally, in the Answer, pages 4 and 6, the Examiner asserts that Tsukuda discloses limitations required by claims 7, 17 and 27. However, as noted in the Appeal Brief, Tsukuda does not disclose a computer "prompting a user for input if the deviation exceeds the predetermined tolerance; or in determining if the new delivery schedule is eligible for further consideration is based, at least in part, on the user input," as required by claim 7, 17 and 27. By including the claim prompting and determination based, at least in part, on the user input, embodiments described in the specification of the present application, for example, without limitation thereto, provide benefits of allowing a user to make a manual decision about whether the new delivery schedule is eligible for further consideration (see page 10, lines 1-5), such as by incorporating the new delivery schedule in the supplier's automatic production scheduler to determine whether existing confirmed delivery due dates and quantity commitments can be kept: (a) by scheduling only available time of production resources to meet the new delivery requirements, or (b) by rescheduling all of the time of the production resources (see page 10, line 15 through page 11, line 5). However, Tsukuda does not disclose any of these benefits.

Thus, as noted in the Appeal Brief and described above, the reference does not disclose the above noted limitations or provide the above noted benefits of Claims 7, 17 and 27.

Hence, for at least the reasons noted in the Appeal Briefs and above, Appellants respectfully request that the Board overturn the Examiner's rejection of the appealed claims.

**II. Conclusion and Relief**

Based on the foregoing, Appellants request that the Board overturn the Examiner's rejection of all pending claims and hold that all of the claims of the present application are allowable.

Respectfully submitted,

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Date: November 19, 2007

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 Lori A. Ciccio

11/19/07  
Date